

Edwin Granville Bates

Inventor of several Numbering Machines

That are at the base of the following companies:

Bates Manufacturing Company

Bates Machine Company

Bates Numbering Machine Company

Roberts Numbering Machine Company

Last update March 24 2021 - Bosj

NEXT ITEM

SEEN IN BOSTON

Effects of "Moving Day" on Trade—By-Laws up for Consideration—Art Teachers' Association.

New England Office,
THE AMERICAN STATIONER,
Arco Building, 127 Federal Street,
BOSTON, MASS., May 5.

The moving days gave added activity to business among the local stationers by the replenishing of office needs which not only applied to stationery supplies, but office furniture and typewriter supplies as well. Judged on the whole the general trade for the month of April has been very satisfactory, though there is considerable complaint found among dealers in other lines that there has been a notable decline in business. It has been remarked generally that even during the duller periods the Boston stationers have had most satisfactory trade and have offered no complaint. The commercial stationers are enjoying a good run of orders and there is less complaint to be heard about the variation in prices than at any previous time, which is good evidence printers are realizing they cannot take orders at a loss.

H. A. Nealley, manager of the Boston office of the Joseph Dixon Crucible Co., returned to Boston last week after a business trip through Connecticut and a visit to the

New York and Jersey City offices of the company.

The Eastern Art Teachers' Association will open a three days' convention on Thursday, May 5, at the Westminster Hotel. Many of the manufacturers of art supplies have arranged for displays of their products in the Exhibition Hall of the hotel during the convention.

A meeting of the Boston Stationers' Association will be held tomorrow afternoon at the Chamber of Commerce when further consideration will be given to the amending of the by-laws, the arranging for illustrated talks on paper making and the taking of action on the recommendations made by the National Catalogue Commission.

J. Edward Alexander, New England representative of Favor, Ruhl & Co., of New York, has made application for membership in the Boston Stationers' Association.

The Onoto Pen Co., of New York, have an excellent display of one sheet posters on the stations on the Boston Elevated Railway system, advertising the Onoto pen.

Last Saturday a portion of the stationery section of the city took on a holiday aspect as several of the large stores were closed for the day on account of the taking of stock.

Fred M. Brown, representing Eberhard Faber, of New York, is expected to make his usual rounds of the local trade during the coming week.

R. Weisenborn, representing the Ameri-

can Pencil Co., is another representative who has sent advanced notices of his expected visit among the local trade the coming week.

Samuel A. C. Todd, of Glasgow, Scotland, manufactured of art novelties, and his first visit to Boston last week in the interest of his firm. He displayed a very fine line of art goods and his future visits will no doubt be eagerly anticipated by the trade.

G. X. Hickerson, secretary of the Trussell Manufacturing Co., of New York, is here this week displaying a line of loose leaf products that is evidently meeting with the approval of the local trade.

J. S. Freed, representing Frank A. Weeks of New York, is listed to make his periodical call on the trade this coming week.

A. C. Cheever, who for twenty-one years has been with the Boston store of the Dennison Manufacturing Co., has been appointed manager of the Boston branch to succeed Preston Pond, who, after service of forty years with the company, retired last week.

A. A. TANYANE.

Numbering Machines

The Roberts Numbering Machine Co., Watkins, N. Y., has been incorporated to make check protectors and dating stamps and manufacture and deal in automatic numbering machines, etc.; capital \$100,000. The incorporators are W. C. Roberts, G. S. Hice, I. Fleming, Brooklyn.



MANN'S COPYING BOOKS AND PAPER

Established Lines to Meet Every Requirement
Exclusive Agencies Will Be Established

WILLIAM MANN COMPANY, Manufacturers
PHILADELPHIA

(An effect:) **OUR CUSTOMERS SAY:**

"Kropp Views Sell Best"



The Cause:

Kropp View Cards Possess:

Real Value and Sterling Quality

THIS accounts for their pleasing, artistic appearance which fairly compels people to pick these cards out of your racks. ANY KROPP DEALER will tell you these are the most profitable.

Ask for our Samples Today.

E. C. KROPP CO.

Established 1898

Department H, MILWAUKEE, WIS.

75,000,000 WASHBURN'S PAT.



"O.K." PAPER FASTENERS
SOLD the past YEAR
should convince YOU of their
SUPERIORITY.
Easily put on or taken
off with the thumb and fin-
ger. Can be used repeat-
edly and "always work."
Made of brass, 3 sizes. In brass boxes of 100.
Handsome. Compact. Strong. No Slipping. Never!
All stationers. Send 10c for sample box of 50,
assorted sizes. Illustrated booklet free.
The O. K. Mfg. Co., Syracuse, N. Y. NO 1 B



GLOBES

From 3 to 30
inches in diame-
ter, in all styles
and mountings.

HYLOPLATE BLACK- BOARDS

SLATED CLOTH

Alpha Crayon, Erasers and other School
Specialties.

The Original Andrews Dustless Eraser.

WEBER COSTELLO CO.

Chicago Heights, Ill.

Successors to School Supply Dept. of A. H. Andrews & Co.,
Chicago, Manufacturers for the Trade only.

CHICAGO NEWS

Night Sessions of the Catalogue Commission—President Frank Bailey of the National Association—Notes.

Western Publication Office,
THE AMERICAN STATIONER,
1416 Monadnock Bldg.,
CHICAGO, May 17.

Trade in stationery lines during the past week has been more or less intermittent, but the average has been fairly good and shows that business is fully up to the standard of this season of the year.

It is quite the usual thing for trade to experience a falling off as the summer approaches, and stationers expect this and are prepared for it, knowing that with the ending of the hot summer weather, trade again resumes its normal activity. In fact dealers usually welcome this "rest spell," the stationers, as a rule, being just as well satisfied as others to take a rest for awhile.

The National Catalogue Commission executives in Chicago held sessions during the last week nightly, their task being correction of proofs covering a large amount of copy, involving the examination of a mass of figures relating to numerous items being tabulated into lists.

A prominent Chicago stationer, discussing the work of the Catalogue Commission, stated to the AMERICAN STATIONER correspondent:

"I consider the work now being carried on by the executives of the National Catalogue Commission the most important since the organization of the National Association of Stationers and Manufacturers. The members of this commission have performed their work faithfully and well, and are deserving of the greatest credit. We are now issuing a catalogue, and for prices on various articles already covered by the commission have taken those given in the printed lists. I am satisfied that these gentlemen are performing a service which will meet with the full appreciation of stationers more completely after the lapse of a few years, when their full worth will be realized. It is a great work and should be heartily encouraged."

President Frank Bailey, of the National Association of Stationers and Manufacturers, is in the city and was entertained at lunch on Monday by Sam Mayer, the manager of the Chicago branch of the Joseph Dixon Crucible Company, at the DeJonghe restaurant. Others present as guests of Mr. Mayer were Fletcher B. Gibbs, John H. Amberg, Charles A. Stevens and William Rodiger.

Ferdinand Kabus, American manager of A. W. Faber, Newark, N. J., is in the city on important business connected with the affairs of the firm.

F. L. Coggin, of the National Blank Book

Company, who temporarily has the territory formerly covered by Charles Shearman, is in the city this week.

Robert Spero, of Charles Zinn & Co., New York, is calling on the stationers this week.

C. H. Numan, of the Weeks-Numan Company, New York, having returned from his Western trip, writes that he will call on the trade here May 25.

Frederick Hope, representing V. W. Huebsch, publisher, New York, was in Chicago last week.

Albert J. Kniess, representing the Arkay Rubber Company, is calling on the stationery trade this week.

Edward F. Guerin, of the Guerin-Danforth Company, Philadelphia, has been renewing his acquaintance with Chicago stationers this week.

Walter H. Furlong, of Philadelphia, writes that he will be in Chicago shortly in the interests of Black's Greeting Stationery.

W. H. Wallace, the well known representative of the Tower Manufacturing and Novelty Company, will be here Friday in the interests of that firm. THOMPSON.

Bates Company Changes Name

The Bates Machine Company has been succeeded by the Roberts Numbering Machine Company, Brooklyn, N. Y. The trade will be interested in learning that the latter company was recently incorporated for the purpose of succeeding the Bates concern.

It is understood that the officers of the new company are the same as in the old, and that the new company will continue the same progressive policies so long maintained by the old concern.

In addition to the general offices maintained at the factory in Brooklyn the company has branches in New York, Chicago, London and Manchester, England. Their already splendid sales force is being increased, and a vigorous advertising campaign on a larger scale than ever before attempted has been mapped out. The trade will hear more about this feature from time to time.

The company reports business exceptionally good. Over 1,300 machines are being turned out weekly. Notwithstanding this it has been necessary to operate the factory three nights a week and Saturday afternoons lately. Preparations are being made to build a new large four-story addition to the factory, and when this and other improvements now under way are completed, the output will be increased more than double the present.

In addition to continuing to make all of the machines of the old company, the new company will shortly put several new improved models on the market. One of these new machines which deserves special mention will be known

as Model 65. While ordinary hand numbering machines are provided with three actions—consecutive, duplicate and repeat, this new model has thirteen actions—every action up to and including the twelfth and the repeat action making thirteen in all. The thirteen actions are clearly indicated on a dial which looks like a miniature safe combination. To set the machine it is only necessary to turn the dial until the indicator points to the action desired. There are a number of other splendid features in this machine making it absolutely impossible for a machine to number any other way than what you set it for—no chance of the indicator slipping from one action to the other. Also the working mechanism, including the wheels, is entirely enclosed except when an actual impression is being made. Dust cannot therefore accumulate with the ink on the wheels and cause trouble.

That this machine has puzzled experts is evidenced by the fact that when a patent was applied for, the patent office authorities at Washington refused to believe such a machine could be made and it was necessary for the manufacturers to send down to Washington with a machine and demonstrate that not only was such a machine possible, but that it was actually being made.

This model will be ready for the market the first part of July and it is understood that advance orders are now being booked for delivery after July 15.

New Officers for New York Association

New officers for the Stationers' Association of New York were elected by the board of directors on May 9 as follows: Chas. A. Lent of Brown, Lent & Pett, president; John Brewer of H. K. Brewer & Co., vice-president; William E. Smith, of L. E. Waterman & Co., second vice-president; and N. A. Hanau, treasurer. H. W. Rogers, who for some years has successfully discharged the duties of secretary, will continue to serve in that capacity until a successor has been elected.

Congress Cards.

Congress cards this season number many designs. They have large indexes and are ideal for bridge whist and five hundred. The cards can be ordered put up in companion designs, bridge pairs, in two pack cartons, three to each half dozen. It would be well for dealers to write the U. S. Playing Card Company, Cincinnati, for full particulars regarding their new lines.

A penny saved is two pence clear
A pin a day's a groat a year.

—Benj. Franklin.

NEXT ITEM

Woodmansee's Inks

The illustration is reproduced from a photograph of a recent window display in the store of Pounsford Stationery Company, Cincinnati. The window is certainly very attractively arranged and will appeal to lovers of good window dressing. The manufacturer of the line of inks displayed, F. A. Woodmansee, is a Cincinnati concern, which fact explains some of the signs in the window.

The Woodmansee line includes "Woodmansee's Everlasting Blue-black Writing Fluid" which is prepared especially for bookkeepers and accountants who desire a free flowing ink, that is indestructible by time and will not offset, which makes

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It is understood that the officers of the new company are the same as in the old and that the new company will continue the same progressive policies so long maintained by the old concern.

In addition to the general offices maintained at the factory in Brooklyn, the company has branches in New York,



ATTRACTIVE WINDOW DISPLAY OF WOODMANSEE'S INKS

it very desirable for recording purposes; "Woodmansee's Everlasting Combined Writing-Copying Ink," which is especially prepared for letter writing where good letter press copies are desired; "Woodmansee's Stylographic and Fountain Pen Ink"; "Woodmansee's Midnight Black Ink," which is prepared for school and family use; "Woodmansee's La Belle Violet Ink"; "Woodmansee's Imperial Crimson Ink"; "Woodmansee's Gum Mucilage" and "Woodmansee's Infallible Adhesive Library Paste."

John B. Brinkman, the manager of the business, has been with the house for over twenty years. Since taking charge last January he has been very successful in increasing the demand for these goods in many sections of the country.

Chicago, London and Manchester, England. Their already splendid sales force is being increased and a vigorous advertising campaign on a larger scale than ever before attempted has been mapped out. The trade will hear more about this feature from time to time.

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NEXT ITEM

COMMERCIAL STAMP TRADE JOURNAL



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CHICAGO, APRIL, 1910

Publication Office, 184 La Salle St.

THE COMMERCIAL STAMP TRADE JOURNAL

DEVOTED TO THE INTERESTS OF THE

STENCIL, STEEL AND RUBBER STAMP TRADE

PUBLISHED MONTHLY BY THE COMMERCIAL
STAMP TRADE JOURNAL CO. \$1.00 PER YEAR.
Foreign Subscriptions, \$1.00 per Year.
Single Copies, 10 cents.

H. C. SCOTFORD, Editor and Manager

184 La Salle Street, CHICAGO

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No contracts by agents valid until approved at this
office.

We invite correspondence upon all matters of interest
to the trade.

All communications intended for publication must
reach us not later than the twenty-fifth of the previous
month, to insure insertion in the current number.

ENTERED IN THE POST-OFFICE IN CHICAGO AS SECOND-CLASS MATTER
IN 1892.

The stencil side of the stamp trade is just now in the field and holds definite sway. Fruits, cereals and vegetables are on the move and stencils are needed to give direction.

The last meetings of The Advance Manufacturing Company held here in Chicago, was a successful gathering. The directors are determined to push the project of manufacturing all kinds of stamp machines and stamp supplies so that future developments will be beneficial to the trade.

The Hill-Independent Company have had their factories running to the limit this season and their output has been doubled since the consolidation took place. Self-inking and dating stamps have held the lead while numberers and numbering machines have been good seconds.

The R. H. Smith Manufacturing Company have had good demands from the trade for their full line of products. Vulcanizers, and their accessories, have been sought by the trade from this house and the "Bay State Vulcanizer," has been a great favorite. The trade will find these vulcanizers reliable to the extreme. The never fail when rightly used.

Speaking of stamp handles,—have you noticed those advertised by the R. H. Smith Mfg. Co., in the March issue of this Journal and in this present number. Did you notice the flat tops of these handles? This feature enables the user to put the number or name of the stamp on the handle to be seen at a glance when wanted. Or it gives the stamp manufacturer to put his advertisement on the handle so that his customers need not forget him. For artistic merit and style this handle is "par excellent."

In another column we give an item about the change of the Bates Machine Company. The successor is The Roberts Numbering Machine Company and occupies the same place as the former company. They are in for business and the stamp and stencil trade should get in touch with this house at once that their products may be used to the advance of the trade. Their numbering and dating machines are being improved. They have offices in Brooklyn, N. Y., at 696-710 Jamaica Avenue, and in Chicago, 315 Dearborn street, also in New York, and in London and Manchester, England.

We are frequently receiving good words from the trade about the value of the Commercial Stamp Trade Journal to the trade. One man says "I consider it invaluable to the trade." What we need gentlemen, is the subscription of every man in the trade to help us push our work forward to greater merit. Don't

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issue. Consult it at once for address and other particulars.

Another book received this month is one from Barnhart Bros. and Spindler, type manufacturers at 183-187 Monroe Street, Chicago. This book is called "Barnharts Adstyle and Authors Romans" and sets out in good style all these varieties of metal type that are arranged under these names. A loose leaf accompanying this book says that all these series "can be supplied with full complement of accents in the following languages: Bohemian, French, German, Hungarian, Italian, Lithuanian, Polish and Swedish." The book is made up of fourteen pages and cover and is finely illustrated and highly artistic in every particular. If you want something new, send for this book.

THE ROBERTS NUMBERING MACHINE CO.

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In addition to continuing to make all of the machines of the old Company, the new Company will shortly put several new improved Models on the market. One of these new

machines which deserves special mention will be known as Model 65. It is perhaps the most ingenious machine of its kind ever devised and it is calculated to revolutionize the numbering machine business. While ordinary hand numbering machines are provided with three actions—consecutive, duplicate and repeat, this new Model has **thirteen** actions—every action up to and including the twelfth and the repeat action making thirteen in all. The thirteen actions are clearly indicated on a dial which looks like a miniature safe combination. To set the machine it is only necessary to turn the dial until the indicator points to the action desired. There are a number of other splendid features in this machine not found in any other, among them a positive lock in each action, making it absolutely impossible for a machine to number any other way than what you set it for—no chance of the indicator slipping from one action to the other as sometimes happens on ordinary machines. Also the working mechanism, including the wheels is entirely enclosed except when an actual impression is being made. Dust cannot therefore accumulate with the ink on the wheels and cause trouble.

That this machine has puzzled experts is evidenced by the fact that when a patent was applied for, the Patent Office Authorities at Washington refused to believe such a machine could be made and it was necessary for the manufacturers to send down to Washington a machine and demonstrate that not only was such a machine possible but was actually being made.

This Model will be ready for the market the first part of July and it is understood that advance orders are now being looked for delivery after July 15th.

SEEMED TO HAVE THEM MIXED.

Brooks—"Speaking of poetry, what is the best known of Aldrichs works?"

Rivers (busily grinding out copy)—"The Payne tariff, by all odds."—Tribune.

HER COLOR SCHEME.

"Maudie, which do you like the better—Jack or Harry?"

"Well, when I have on my purple gown I like Harry best, Jack doesn't harmonize with anything but blues and grays."—Selected.

NEXT ITEM

panies (Consolidation) Act, 1908. On the 23rd of April, 1910, Mr. *Hice* and 50
Mr. *Roberts* caused a new Company to be incorporated in the State of New

York, under the name of *The Roberts Numbering Machine Company Incorporated*. It undoubtedly took over the business of the *Bates Numbering Machine Company* and carried on the business of making and selling numbering

NEXT ITEM

New Numbering Machines.

The Roberts Numbering Machine Company, Brooklyn, N. Y., successors to the Bates Machine Company, will shortly put several new improved numbering machines on the market. One of these, which deserves special mention, will be known as Model 65. While ordinary hand numbering machines are provided with three actions—consecutive, duplicate and repeat, this new model has thirteen actions—every action up to and including the twelfth and the repeat action making thirteen in all. The thirteen actions are clearly indicated on a dial which looks like a miniature safe combination. To set the machine it is only necessary to turn the dial until the indicator points to the action desired. There are a number of other splendid features in this machine not found, it is said, in any other, among them a positive lock in each action, making it absolutely impossible for a machine to number any other way than what you set it for—no chance of the indicator slipping from one action to the other. Also the working mechanism, including the wheels is entirely enclosed except when an actual impression is being made. Dust cannot, therefore, accumulate with the ink on the wheels and cause trouble.

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W. J. Getty has been appointed western representative for the Weeks-Numan Company, with headquarters in San Francisco.

Correct Society Printing.

The above is the title of a valuable booklet recently issued by the American Typefounders Company, and which should be in the hands of every letterpress printer. It contains practical information about correct forms, sizes and stock used for cards, invitations and announcements of polite society. An interesting article refers to society printing as "a profitable field of printing, imperfectly cultivated." We recommend it to the reading of every printer who does or aims to do work of this character.

High-Class Engravers.

The Baltimore-Maryland Engraving Company, Baltimore, are meeting with very gratifying results with their new three-color process for half-tones, made by a new emulsion process. This company is growing very fast and by producing fine work have become one of the leaders in the South.

A Striking Booklet.

The Morrill Press, of Fulton, N. Y., are responsible for a very fine booklet gotten out for the Lake Mohonk Mountain House. The numerous half-tones are beautifully printed, while the text pages are neat and attractive. The cover design is handsomely embossed in colors and is very striking.

To Manufacture Ink.

The National Chemical Company, established at New Britain, Conn., in 1904, has decided to locate in Holyoke, Mass., The business will be started in a small way at first with the expectation that it will grow rapidly. F. P. Hewett, who has been for a number of years a foreman in the Lyman Mills, has resigned his position there to become manager of the new concern. The company manufactures fine writing inks, liquid blues and other articles.



Are You a First Class Stationer ?

There are still a few localities where we have not as yet representation and where we will make liberal arrangements with a *good* live stationer to represent us. The number of districts still remaining open is not large. It is necessary for those who want the finest office proposition of the last ten years to act quickly.

We want, first of all, a stationer in each locality who is himself a business man, and who can present properly and forcibly the facts to business men about Kalamazoo Loose Leaf Binders, the only binder made that will hold one sheet or a thousand

equally secure. The only binder made that requires no "dummy sheets," the only binder which will fit any business from the largest to the smallest without lugging around a lot of waste paper.

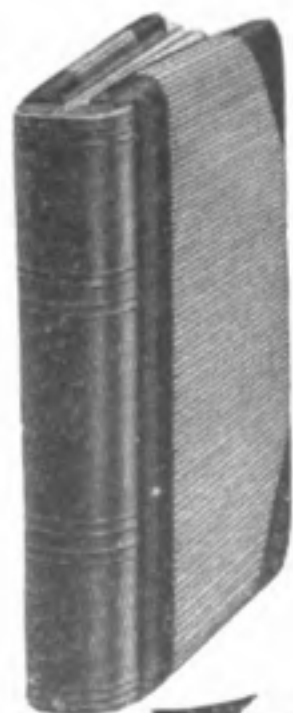
We want a man who can show and explain how The Kalamazoo Binder is the quickest binder on earth to operate—how it saves time, has no metal "horns" or projection, and how its installation in any office is a real dollar saving economy, how the present loose leaf system sheets will not be disturbed by its introduction.

Then we want our representative to be able to show the superiority of our system of indexing, which is

AUTOMATIC—RAPID—SURE

If you are the right kind of a stationer and really want the biggest money making proposition of recent years, we shall be glad to hear from you at once. Only remember this: You **MUST ACT QUICK.**

KALAMAZOO LOOSE LEAF BINDER CO.



No leather hinges to crack or break. The hinge is metal, as durable as a vault hinge. The leather back automatically slips into the cover.

Department 3
**Kalamazoo,
Michigan**

Note the full leather back; no matter how many leaves in the book, it's a book always — not a clamp.



NEXT ITEM

On this point it is sufficient to say that the agreement between the Plaintiff Company and the Defendant for the marketing of the Plaintiff Company's goods in this country was terminated by the Plaintiff Company on the 6th of December, 1933. After the termination of the agreement Mr. *Davis* continued to use

NEXT ITEM

ber, 1933. After the termination of the agreement Mr. *Davis* continued to use
15 the name *Roberts Numbering Machine Company* as his trade name and claimed
the right to do so notwithstanding objections of the Plaintiff Company. He
arranged for the manufacture of the necessary machines in this country and
had the name of *The Roberts Numbering Machine Company* stamped upon them.
Except that the machines omit any reference to the American address of the
20 Plaintiff Company and have stamped on each of them the words "British
"made", the typographical numbering machines sold by the Defendant are to
the eye exactly like those sold by the Plaintiff Company. In the result this
action was instituted on the 22nd of March, 1935.

NEXT ITEM

IN THE HIGH COURT OF JUSTICE.—CHANCERY DIVISION.

Before MR. JUSTICE LUXMOORE.

November 7th, 8th, 11th, 12th, 13th, 14th, 15th and 18th, 1935.

THE ROBERTS NUMBERING MACHINE CO. v. DAVIS.

- 5 *Trade Name—Reputation of foreign Company in this country—Defendant sole purchasing and selling agent—Licence to use Plaintiff Company's name—Agreement by Defendant not to deal in similar goods of other manufacturers—Termination of agency and revocation of licence—Breach of Agreement—Injunction granted restraining use of name—Inquiry as to damages.*
- 10 *In 1910 the Plaintiff Company, which was carrying on in New York the business of manufacturers of numbering machines, entered into an Agreement with the Defendant that the Defendant should act as agent for the Plaintiffs in this country for the sale of such machines, but the relationship was not of agency in the strict sense, for the Defendant purchased the machines from the Plaintiff*
- 15 *Company, and paid for them on terms arranged. From the commencement of the Agreement the Defendant carried on business in such machines under the same name as the Plaintiffs and the machines bore the name of the Plaintiff Company. In 1933 the Plaintiff Company terminated the Agreement, but the Defendant continued to carry on business under that name and claimed the*
- 20 *right to do so. The Plaintiff Company brought an action to restrain the Defendant from using that name and for breach of contract, alleging that it was a term of the Agreement that the Defendant should not deal in such printing apparatus or be interested in the business of any competitor of the Plaintiff Company. The Defendant contended that the name meant his business and*
- 25 *that the Plaintiff Company carried on no business in this country and he relied on the fact that from 1917 onwards he had been and still was registered under the Registration of Business Names Act, 1916, under the said name.*

Held, that the Plaintiff Company had acquired a sufficient reputation in this country for its machines to entitle it to protect the use of its name here

30 (Société Anonyme des Anciens Etablissements Panhard et Levassor v. Panhard Levassor Motor Company, Ltd., (1901) 18 R.P.C. 405, followed); that the Defendant merely held a revocable licence to use the name which was revoked on the termination of the agency Agreement (J. H. Coles Proprietary, Ltd. v.

L

The Roberts Numbering Machine Co. v. Davis

Need, (1933) 50 *R.P.C.* 379, followed); also that it was a term of the Agreement that the Defendant would not during its existence deal with the numbering machines of any rival manufacturers, and that he had so done.

An injunction was granted restraining the Defendant from using the name of The Roberts Numbering Machine Company or any name so similar to it as to be calculated to cause the belief that the Defendant's business was a branch of or in any way connected with the business of the Plaintiff Company, and an inquiry was ordered as to damages in respect of the breach of Agreement.

On the 22nd day of March, 1935, *The Roberts Numbering Machine Company, Incorporated*, a Company incorporated under the laws of New York, and carrying on business in New York, commenced an action against *Richard Anderson Davis* claiming the following relief:—

"(1) A declaration that the Defendant is not entitled to carry on business in numbering machines under the style of *The Roberts Numbering Machine Company* or to offer to supply or to supply such machines without distinguishing the same from the business therein carried on by the Plaintiffs and the machines supplied by the Plaintiffs. (2) An injunction restraining the Defendant, his servants and agents and each and all of them from carrying on any business in numbering machines or any business connected therewith under the style or title of *The Roberts Numbering Machine Company* or under any similar style or title or firm supplying or offering to supply any numbering machines as or for the machines supplied by the Plaintiffs or in such circumstances that the same are likely to be mistaken for machines supplied by the Plaintiffs. (3) Damages for breach of contract in relation to the supply of numbering machines by the Plaintiffs to the Defendant. (4) Further or other relief. (5) Costs."

The Plaintiffs by their Statement of Claim alleged as follows:—

"1. The Plaintiffs are a Company incorporated under the laws of the United States of America carrying on business at 604/710, Jamaica Avenue, New York, U.S.A., as manufacturers of hand and power automatic printing apparatus consisting of numbering machines and sellers of the same throughout the world under the title and trade name of *Roberts Numbering Machine Company* which is, and was at all material times, the property of the Plaintiffs. 2. The Defendant at all material times until shortly prior to July, 1933, acted as the sole agent or representative of the Plaintiffs for Great Britain and the Colonies and for the purpose was permitted by the Plaintiffs to use and did use the title and trade name of the Plaintiffs as aforesaid and supplied the said printing apparatus of the Plaintiffs thereunder. 3. It was an express or, alternatively, an implied term and condition of the said agency and representation and of the use of the said title and trade name of the Plaintiffs, as aforesaid, that the Defendant should only use the same while acting as agent and representative of the Plaintiffs as aforesaid, and should only offer or deal in the printing apparatus of the Plaintiffs and should not offer or deal in the printing apparatus of or be interested in the business of any competitor of the Plaintiffs. 4. Shortly prior to July, 1933, as in law they were entitled to do, the Plaintiffs determined the said agency and representation and thereupon all permission by the Plaintiffs so to use the said title and trade name ceased. 5. From and after such determination of

The Roberts Numbering Machine Co. v. Davis

“ the said agency without any right or title so to do and in breach of the said
 “ term and condition the Defendant has carried on business in such printing
 “ apparatus not manufactured or supplied by the Plaintiffs, and has done so
 “ under the title and trade name of the Plaintiffs, *The Roberts Numbering*
 5 “ *Machine Company*, and so as to be calculated to deceive or to give the im-
 “ pression that the said business is that of or connected with that of the
 “ Plaintiffs and that the said machines are manufactured or supplied by the
 “ Plaintiffs. The Defendant threatens and intends so to do unless restrained
 “ by this Honourable Court. 6. Further, in breach of the said term and con-
 10 “ dition while the sole agent and representative of the Plaintiffs, as aforesaid,
 “ the Defendant has supplied, unknown to the Plaintiffs and without any right
 “ or title so to do and for his own profit, large numbers of such printing
 “ apparatus not manufactured or supplied by the Plaintiffs but manufactured
 “ and/or supplied by competitors of the Plaintiffs. 7. By reason of the premises
 15 “ the Plaintiffs have suffered severe loss and damage in that they have been
 “ deprived of the sales of their said goods which they would otherwise have
 “ made and the Defendant has made profits which should have been received
 “ by the Plaintiffs.”

Further particulars of the Statement of Claim were at a later stage given in a
 20 letter from the Plaintiffs' Solicitors to the Defendant's Solicitors. It was
 therein stated that the printing apparatus referred to in paragraph 1 consisted
 of automatic hand and typographical numbering, perforating and dating
 machines.

The Defendant by his defence alleged as follows:—

25 “ 1. Except that the Defendant admits that the Plaintiffs are a Company
 “ incorporated under the Laws of the United States of America and carry on
 “ business in New York and manufacture printing apparatus, paragraph 1 of
 “ the Statement of Claim is denied. 2. For more than 25 years last past the
 “ Defendant has carried on business on his own account under the name or
 20 “ style of *The Roberts Numbering Machine Company* with offices in Manchester
 “ and London. Such business consisted and still consists in the purchase and
 “ sale of all classes of hand numbering and dating machines and typographical
 “ machines, and in the course of such business the Defendant has purchased
 “ numbering and dating and typographical machines from various manufac-
 35 “ turers thereof (including from time to time the Plaintiff Company) and has
 “ resold the same to his customers. The purchases made by the Defendant
 “ from the Plaintiffs throughout the said period have been conducted on a cash
 “ basis. Since the 26th of March, 1917, the Defendant has been and still is
 “ duly registered under the Registration of Business Names Act, 1916, in Great
 40 “ Britain under the style of *The Roberts Numbering Machine Company*. Save
 “ as aforesaid the allegations in paragraphs 2 and 3 of the Statement of Claim
 “ are denied. 3. In the month of December, 1933, the Plaintiffs wrote to the
 “ Defendant declining to supply him any longer with goods manufactured by
 “ them. The Defendant was not at that date and never during the whole
 45 “ period mentioned in paragraph 2 hereof has been an agent of the Plaintiffs
 “ and has never applied for or obtained from the Plaintiffs any permission to
 “ use the title and trade name of *The Roberts Numbering Machine Company*.
 “ The said title and trade name in Great Britain, Ireland, and British Colonies
 “ has during the said period acquired only the meaning of the business carried
 50 “ on by the Defendant, as aforesaid, and not any business carried on by the

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" Plaintiffs. The Plaintiffs have not in fact during the said period carried
 " on any business in the said countries or any of them. 4. The Defendant admits
 " that he is carrying on his said business in Great Britain under the name of
 " *The Roberts Numbering Machine Company* and says that he is entitled so
 " to do. The Defendant's said business has never been confined to the sale of 5
 " machines or goods manufactured or supplied by the Plaintiffs (as the Plaintiffs
 " have at all material times been fully aware), and the Defendant denies that
 " the carrying on of his business as aforesaid is calculated to deceive or give
 " the impression that his business is that of, or connected with, that of the
 " Plaintiffs. 5. Save as aforesaid the Defendant makes no admissions in respect 10
 " of paragraphs 4 to 7 inclusive of the Statement of Claim."

The action came on for trial before Mr. Justice LUXMOORE on the 7th of November, 1935.

Robert Fortune and *C. Gordon Thompson* (instructed by *Pakeman, Son & Read*) appeared for the Plaintiffs; *Schiller K.C.* and *H. F. F. Greenland* 15 (instructed by *Lloyd & Armstrong*) appeared for the Defendant.

The hearing of the action occupied several days; judgment was delivered on the 18th of November, 1935, the facts (so far as necessary for the purpose of this report) being set out in the judgment as printed below.

The following cases were referred to during the arguments:—*J. H. Coles Pro-* 20
prietary Ltd. v. Need, L.R. (1934) A.C. 82, 50 R.P.C. 379, *Boussod Valadon & Co.*
v. Marchant, (1907) 24 R.P.C. 865 and 25 R.P.C. 42, *Saunders v. Sun Life Assur-*
ance Co. of Canada, (1894) 1 Ch. 537, *Ewing v. Buttercup Margarine Co., Ltd.*,
 L.R. (1917) 2 Ch. 1, 34 R.P.C. 110 and 232, *Société Anonyme Panhard et Levassor*
v. Panhard Levassor Motor Co., Ltd., L.R. (1901) 2 Ch. 513, 18 R.P.C. 405, and 25
Lamb v. Goring Brick Co., Ltd., L.R. (1933) 1 K.B. 710.

Luxmoore J.—The Plaintiff Company is incorporated in the United States of America under the Laws of the State of New York. For many years past it has carried on and is still carrying on its business at Jamaica Avenue, Brooklyn, New York, as manufacturer and vendor of hand and typographical numbering 30 machines of all kinds.

This action has been instituted against the Defendant, Mr. *Richard Anderson Davis*, to restrain him from carrying on in this country the business of selling numbering machines under the name of *The Roberts Numbering Machine Com-* 35
pany and also for damages for breach of agreement.

It is well settled that an individual may carry on business under any name or title he pleases provided that the name or title chosen is not distinctive of the business of another. If a name or title is in fact distinctive of a particular business, these Courts have invariably interfered at the suit of the owner of that business and have restrained the user of that name by another; but the 40 Courts have always refused to interfere when the name in question is not distinctive of the plaintiff's business. Moreover it is not essential that the plaintiff should be carrying on his business within the jurisdiction, it is enough if his goods are imported to an extent sufficient to establish a reputation for them in the English market (see *La Société Anonyme des Anciens Etablissements* 45
Panhard et Levassor v. Panhard Levassor Motor Co., Ltd., L.R. (1901) 2 Ch. 513*).

*18 R.P.C. 405

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In the present case it is admitted that the Plaintiff Company has never carried on business in this country nor has it ever had any agency here in the strict sense.

In order to succeed in this action, so far as it seeks to restrain the user by the Defendant of the name of *The Roberts Numbering Machine Company*, the Plaintiff Company must satisfy the Court that its goods are known in this country under that name and that the Defendant is by the use of the name complained of likely to induce the belief that his business is that of the Plaintiff Company or in some way connected with it.

The Defendant says that the Plaintiff Company's name is not distinctive of its goods in this country and that in the particular circumstances of this case the Plaintiff Company is not entitled to complain of the user by him of the name *Roberts Numbering Machine Company*. It is therefore necessary to consider the facts with regard to the importation of the Plaintiff Company's goods into this country and the trade in those goods here and also the circumstances under which the Defendant Company has used the name.

In 1904 there were two Companies in existence in the United States of America which had been incorporated in the State of New York by an inventor named *Bates*—one was called the *Bates Manufacturing Company* and the other the *Bates Machine Company*. The *Bates Machine Company* apparently manufactured both hand numbering and typographical numbering machines, in accordance with certain Letters Patent owned by that Company. It manufactured those machines and carried on its business at works situate in Jamaica Avenue, Brooklyn, New York. Some of these machines were imported to this country and were put on the market through the agency of a man named *Knott*. In 1904 *Knott* and the Defendant entered into a partnership for the purpose of acting as agents for the *Bates Machine Company* in respect of its products in this country. The terms of the agency are contained in a letter dated the 1st of September, 1904, addressed to Mr. *Bates*, the president of the *Bates Machine Company* of New York, and signed by Mr. *Knott* and the Defendant. The letter is to be found on page 10 of the agreed bundle of correspondence. The agency was to be carried on at No. 2, Cooper Street, Manchester, under the name of the *Bates Machine Company* and offices were also to be obtained in London. The goods were to be invoiced to and remain the property of the *Bates Machine Company* until they were sold in the ordinary course of the agency business. Mr. *Davis* was to devote the whole of his time to the business of the agency. The agency was to be for two years with the option for either party to determine it at the end of the first year. The agency was in fact carried on at No. 2, Cooper Street, Manchester, and 63, Chancery Lane, London, for the two years provided by the agreement and it continued after that period had expired. While it was still continuing Mr. *Bates* died. This was in June of 1907. At the time of his death negotiations for a new agency agreement were in contemplation and it had been agreed that the arrangement come to in 1904 should continue in force until a new agreement should be made.

Disputes had arisen between Mr. *Knott* and Mr. *Davis*. Mr. *Davis* had visited America and had arranged with a Mr. *Conrad*, the then president of the *Bates Machine Company*, that he would carry on the agency on terms to be agreed. After his return to this country Mr. *Roberts* and Mr. *Hice* purchased the interest of Mr. *Bates* in the *Bates Machine Company* and obtained the control of it. Mr. *Hice* came to this country and negotiated a new arrangement with Mr. *Davis*.

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There is no written record of this arrangement. There is however no dispute as to its terms except on one point. Mr. Davis was no longer to be the agent of the *Bates Machine Company* in the strict sense of the word but was to purchase for his own account under agreed discounts the numbering machines of the *Bates Machine Company*. He was at liberty to resell them on such terms as he should think fit. He was to carry on the business of selling numbering machines under the name of the *Bates Machine Company* and to advertise that Company's machines. Except that the machines were to be purchased by Mr. Davis there was no substantial difference between the new arrangement and the old. The *Bates Machine Company* provided Mr. Davis with stationery and the catalogues and circulars describing the Company's products. Mr. Hice says it was a definite term of the agreement that Mr. Davis would not handle or sell the numbering machines of any other make than those of the *Bates Machine Company*. Mr. Davis says he has no recollection of any terms being mentioned but he said in his examination in chief: "Broadly speaking, it was that I was to "carry on the business as hitherto"—that is as he was carrying it on under the old arrangement in 1904—"but with the exception that they"—that is the *Bates Company*—"wanted to get away from the arrangement of an agent. They "wanted me to buy the goods outright and to take over the existing stock of "machines which was at that time in this country." [After further referring to the evidence the learned Judge continued as follows.] Having considered the evidence of Mr. Hice and Mr. Davis I have no hesitation in holding that there was in 1908 a definite agreement that Mr. Davis would not handle or sell numbering machines of any other firm than those of the *Bates Machine Company*; indeed, such an agreement seems to be implicit in the term that Mr. Davis should devote the whole of his time to the business of selling the Company's machines.

After the Agreement was entered into the *Bates Machine Company* supplied Mr. Davis with all the numbering machines he required. All these machines bore the name of the *Bates Machine Company* and the address of its factory in Jamaica Avenue, Brooklyn. The stationery supplied by the *Bates Machine Company* and used by Mr. Davis in his business was similar to that on which was written the original of the letter appearing on page 39 of the agreed bundle of correspondence, except that the name of Mr. Davis appeared in the place where the name of Mr. Knott had appeared. The paper has upon it the heading "The Bates Machine Company of New York, makers of numbering and perforating machines", with the names of the president, treasurer and secretary above it, the branch office, 2, Cooper Street, and the name of Mr. Davis as manager. Then there is a picture of the factory in Jamaica Avenue, Brooklyn, which is described as the largest factory in the world devoted exclusively to the manufacture of numbering and perforating machines. On the other side there is a picture of Model No. 27 of the *Bates Machine Company's* typographical numbering machine, and under that appears, branches, London, including 63 and 64, Chancery Lane, and other branches in Chicago. The circulars and folders supplied bore the name of the *Bates Machine Company* of New York. The parties carried on under this agreement for some considerable time with this exception, that the name of the *Bates Machine Company* was altered to the *Bates Numbering Machine Company*. During the whole of this period the *Bates Machine Company* was registered in this country under Section 274 of the Companies (Consolidation) Act, 1908. On the 23rd of April, 1910, Mr. Hice and Mr. Roberts caused a new Company to be incorporated in the State of New

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York, under the name of *The Roberts Numbering Machine Company Incorporated*. It undoubtedly took over the business of the *Bates Numbering Machine Company* and carried on the business of making and selling numbering machines at the same factory in Jamaica Avenue, Brooklyn, as had formerly
5 been occupied by the *Bates Machine Company*. How the business of the *Bates Numbering Machine Company*, as it was then called, was taken over by the Plaintiff Company has not transpired in the evidence before me. No agreement for its assignment by the *Bates Numbering Machine Company* to *The Roberts Numbering Machine Company Incorporated* has been produced or proved
10 before me, but I understand that in answer to a cable sent during the course of the hearing the information is forthcoming that the assignments were in fact executed. Mr. *Davis* was, I think, in the first instance told that the *Bates Numbering Machine Company* had changed its name to that of *The Roberts Numbering Machine Company* of New York and he continued to carry on busi-
15 ness here in the same way as before except that instead of using the name of the *Bates Numbering Machine Company* he used the name of *The Roberts Numbering Machine Company*, while the machines sold to and by him no longer bore the name of the *Bates Numbering Machine Company* but had that of *The Roberts Numbering Machine Company* stamped on them. The machines as manufactured
20 and sold by the Plaintiff Company at this time had, as I have said, the name of *The Roberts Numbering Machine Company* stamped upon them with the address "Brooklyn, New York", and under that "London and Manchester, England". The machines also bear on the other side the statement that the machine is patented in the United States and Europe and that it is made
25 in the United States of America. The stationery also was altered. An example of the new stationery is to be found on the original letter appearing on page 48 of the agreed bundle of correspondence. The heading has the names of Mr. *Roberts* and Mr. *Hice* as president and treasurer respectively. In the middle of the paper is the heading "*The Roberts Numbering Machine Company* of New
30 "York. Successors to the *Bates Machine Company*. Numbering, perforating "and dating machines". Immediately under it is "Branch Office, 2, Cooper "Street, R. A. *Davis*, Manager". On the right-hand side there is a picture of the factory at Jamaica Avenue, Brooklyn, and underneath that the situation of various branches which include London, England, 63 and 64, Chancery Lane.
35 On the left-hand side of the paper are illustrations of a number of the machines made by the Plaintiff Company. The question arose shortly after this as to the necessity of registering the name of *The Roberts Numbering Machine Company* in this country and the Certificate of Incorporation of *The Roberts Numbering Machine Company Incorporated* was sent to Mr. *Davis* who took it to his
40 solicitors. They appear to have pointed out to him that *The Roberts Numbering Machine Company* was a new Company and was not the old *Bates Numbering Machine Company* under a new name. There was considerable correspondence with regard to this in the course of which it was made clear to Mr. *Davis* that *The Roberts Numbering Machine Company* intended to trade under that name
45 and not under the name of the *Bates Numbering Machine Company* in all countries. It was finally determined that the new Company should not be registered here, but from 1910 Mr. *Davis's* business was carried on here under the name of *The Roberts Numbering Machine Company* of New York. All the machines, as I have said, received by him from the American Company had
50 stamped on them the name and address of the Plaintiff Company and the stationery used was similar to that to which I have last referred.

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Obviously as the result of this practice the Plaintiff Company's name could not fail to become identified here as the manufacturers of the machines sold by Mr. *Davis*, and although there has been little direct parol evidence directed to this point I have no hesitation in holding that as the result of this practice the Plaintiff Company acquired a sufficient reputation for its machines, which admittedly were sold in large numbers in this country, to entitle it in ordinary circumstances to seek the protection of the Court here for its name on grounds similar to those laid down in the *Panhard & Levassor* case, to which I have already referred. Pausing here, and apart from certain matters to which I propose to call attention later, I think the position between Mr. *Davis* and the Plaintiff Company at this time with regard to the user by Mr. *Davis* of the name "*Roberts Numbering Machine Company*" was that Mr. *Davis*, during the continuation of his agreement with the Plaintiff Company, had a licence to use it conferred on him by the Plaintiff Company and that that licence was revocable by the Plaintiff Company if and when the agreement terminated. The case up to this point bears a strong similarity in many respects to that of *J. H. Coles Proprietary Ltd. v. Need*, which came before the Privy Council in the year 1933 on appeal from the Supreme Court of Australia (L.R. (1934) A.C. 82*). The facts of that case are set out in detail in the report of the hearing before the High Court of Australia in the 46th Commonwealth Reports at page 407.

After the incorporation of the Plaintiff Company and the decision not to register the Company here, Mr. *Davis* continued to carry on business with the Plaintiff Company on precisely the same lines as he had previously carried on with the *Bates Numbering Machine Company* for a considerable time, but after the passing of the Registration of Business Names Act of 1916 Mr. *Davis* notified the Plaintiff Company that he had been compelled to register himself as proprietor of *The Roberts Numbering Machine Company*. He announced that fact by a letter dated the 13th of March, 1917, addressed to the Plaintiff Company at their New York address in which he said: "Under the new Act, which has just come into force in this country, I have been compelled to register myself as the proprietor of *The Roberts Numbering Machine Company* as far as this country is concerned, and the name has to be given on all letter-heads, invoices, circulars, etc.". From that time onwards the stationery of the Company was again changed and I think an example of that subsequently used is to be found on page 99 of the agreed bundle of correspondence. The paper is headed "*The Roberts Numbering Machine Company. Successors to the Bates Machine Company. All classes of hand numbering and dating machines, also typographical machines. 2, Cooper Street, Manchester*", and the name "*R. A. Davis*" appears in the middle. There is no reference on that paper to the Plaintiff Company or its New York address or anyone connected with it. Apart from this, however, the relationship between Mr. *Davis* and the Plaintiff Company remained unaltered. Mr. *Davis* still continued to advertise the goods of the Plaintiff Company without mentioning his own name and the goods sold by him still bore the name and address of the Plaintiff Company.

The business increased until in 1921 the volume of business done by Mr. *Davis* with the Plaintiff Company reached the peak figure of over 40,000 dollars, this being the net sum paid by Mr. *Davis* to the Plaintiff Company in respect of that year after allowing the agreed discounts. After 1921 however the business

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decreased and dwindled rapidly until in 1927 the sum paid by Mr. *Davis* to the Plaintiff Company for the Plaintiff's machines purchased by him after allowing the agreed discounts only amounted to 7,500 dollars. Not unnaturally the Plaintiff Company appear to have been concerned at the falling off and consulted

5 Mr. *Davis* with regard to it. He put forward various explanations, the chief being that owing to the competition of British-made machines, the difficulties arising from exchange and from tariffs it was impossible for him to sell the Plaintiff Company's products in this country at a profit to himself. There was with regard to these matters considerable correspondence which, so far as the

10 claim by the Defendant to use the Plaintiff Company's name, is not material. On this point it is sufficient to say that the agreement between the Plaintiff Company and the Defendant for the marketing of the Plaintiff Company's goods in this country was terminated by the Plaintiff Company on the 6th of December, 1933. After the termination of the agreement Mr. *Davis* continued to use

15 the name *Roberts Numbering Machine Company* as his trade name and claimed the right to do so notwithstanding objections of the Plaintiff Company. He arranged for the manufacture of the necessary machines in this country and had the name of *The Roberts Numbering Machine Company* stamped upon them. Except that the machines omit any reference to the American address of the

20 Plaintiff Company and have stamped on each of them the words "British made", the typographical numbering machines sold by the Defendant are to the eye exactly like those sold by the Plaintiff Company. In the result this action was instituted on the 22nd of March, 1935.

On the facts stated it seems to me that apart from any other consideration the

25 Plaintiff Company's name has a sufficient reputation in this country to entitle the Court to afford it the same protection as if it had carried on its business here during the whole of the period from its incorporation in 1910 until the issue of the writ in this action.

But it is argued on behalf of the Defendant that the Plaintiff Company is

30 precluded from objecting to the use of its name by reason of what happened with regard to the question of the registration of the Company here under the Companies Acts and the registration of the name *Roberts Numbering Machine Company* as the trade name of the Defendant under the Registration of Business Names Act, 1916.

The facts with regard to the registration of the Company appear from the

35 correspondence which took place from 1911 to 1915 between the Plaintiff Company, the Defendant and Messrs. *Smith, Youatt & Smith*, the solicitors whose advice was sought in this country. The Plaintiff Company was in fact registered here by Mr. *Steel* who was carrying on the Continental agency of the Plaintiff

40 Company from No. 63, Chancery Lane. This registration had nothing to do with the business carried on by the Defendant either in Manchester or at 63-64, Chancery Lane, and so far as the Defendant is concerned the Plaintiff Company appears to have acquiesced in his carrying on his business under the name of *The Roberts Numbering Machine Company*.

In 1917 the Defendant informed the Plaintiff Company that it was essential

45 for him to register himself as carrying on business under the name of *The Roberts Numbering Machine Company* under the Registration of Business Names Act, 1916. In my opinion nothing which happened either with regard to the non-registration of the Plaintiff Company under the Companies Act, 1908, or

50 with regard to the registration of the Defendant under the Act of 1916 affected the position that the Defendant was using the name in question under a

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revocable licence from the Plaintiff Company and that on the termination of the agreement under which the Defendant purchased and sold the Plaintiff Company's machines here the Plaintiff Company was entitled to revoke that licence and did so on the 6th of December, 1933. In the result I think the case is governed by the decision of the Privy Council in *J. H. Coles Ltd. v. Need* to which I have already referred. On this branch of the case I think the Plaintiff Company is entitled to an injunction restraining the Defendant from using the name of *The Roberts Numbering Machine Company* or any other name so similar to it as to be calculated to cause the belief that the Defendant's business is a branch of or in any way connected with the business of the Plaintiff Company. 5 10

This leaves for determination the second point in the case, namely, whether the Plaintiff Company is entitled to recover damages against the Defendant on the footing that there is an enforceable agreement between the Plaintiff Company and the Defendant under which the Defendant was bound not to sell numbering machines other than those obtained through the Plaintiff Company. 15

[The learned Judge then dealt with the evidence on this part of the case and held that the Defendant's relationship with the Plaintiff Company was regulated by all the terms of the 1908 agreement entered into between the *Bates Numbering Machine Company* and the Defendant including the term that the Defendant would not during the existence of his relationship deal with the numbering machines of any rival manufacturers and that he had done so whilst a partner in a firm of *Lethaby & Company*.] 20

I am satisfied that the Defendant has committed breaches of this agreement, at any rate since 1922, and I hold that the Plaintiff Company is entitled to recover such damages as have been directly suffered by it by reason of those breaches. 25

I accordingly direct an inquiry as to the damages directly suffered by the Plaintiff Company by reason of the sales by the Defendant of numbering machines manufactured by persons or corporations other than the Plaintiff Company during the existence of the business relationship between the Plaintiff Company and the Defendant from the foundation of the firm of *Lethaby & Company* until the termination of the relationship on the 6th of December, 1933. 30

The Defendant must pay the costs of the action down to and including this order and the costs of the inquiry will be reserved. 35

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